

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, STATE CAPITOL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Statement of Interest**Solicitation Number: **NO5540**Due Date: **12/21/04 at 3:00 P.M.**

Date Sent: December 1, 2004

**Agency Contract**

Goods and services to be  
 purchased:

**AGENCY CONTRACT-UTAH DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY  
 SERVICES AND HOMELAND SECURITY REQUEST FOR STATEMENT OF INTEREST FOR PRIME  
 ENGINEERING CONTRACTORS TO COMPLETE FLOODPLAIN MAP MODERNIZATION PROJECTS**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Statement of Interest**

Solicitation Number: NO5510

Due Date: 12/21/04

---

**Vendor Name:**

---

THE UTAH DIVISION OF EMERGENCY SERVICES IS SEEKING ENGINEERING CONSULTING FIRMS TO PROVIDE PROFESSIONAL SERVICES FOR FLOODPLAIN MAPPING WORK WITH IN UTAH. THIS IS IN RESPONSE TO ANTICIPATED FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION TO UPDATE FEMA'S FLOODPLAIN MAPS UNDER THE MAP MODERNIZATION PROGRAM IN UTAH.

FLOODPLAIN MAPPING, DIGITAL CONVERSIONS AND RELATED WORK WILL GENERALLY BE CONDUCTED ON A COUNTYWIDE BASIS AND WILL CONFORM CURRENT FEMA DIGITAL FLOOD INSURANCE RATE MAP STANDARDS. THE DEPARTMENT WILL BE WORKING IN HARMONY WITH MULTIPLE STUDY SPONSORS TO ACCOMPLISH MULTIPLE PROJECTS, PER THE ATTACHED SPECIFICATIONS.

**QUESTIONS ON SPECIFICATIONS CALL JOHN CROFTS AT (801) 560-2637.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.

RX: 180 52000000042

COMMODITY CODE(S): 92033 AND 96252

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**13. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated

1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision 9 Nov 2004 - RFP Instructions)

Request for Statement of Interest (SOI)  
For Prime Engineering Contractors  
Floodplain Map Modernization Projects  
**Utah Division of Emergency Services (DES)**

## **INTRODUCTION**

### **Brief Project Description**

The Utah Division of Emergency Services (DES) is seeking engineering consulting firms to provide professional services for floodplain mapping work within Utah. This is in response to anticipated funding from the Federal Emergency Management Administration (FEMA) to update FEMA's floodplain maps under the Map Modernization Program in Utah. Floodplain mapping, digital conversions and related work will generally be conducted on a countywide basis and will conform to current FEMA digital flood insurance rate map standards. The DES will be working in harmony with multiple study sponsors to accomplish multiple projects.

### **Background Information**

The State of Utah's diverse landscape and communities are under constant threat from geologic and hydrologic hazards. Federally declared flood disasters were issued in 1983, 1984, and 1989. Although Utah's precipitation is the second lowest in the country, the State's flooding history is significant. Over 1,500 cloudburst floods have been recorded in the last 160 years causing millions of dollars in damages. Utah's 2.2 million inhabitants are clustered in relatively small geographic areas at the base of steep mountain ranges, with 90 percent of the population concentrated in the Wasatch Front Region. Flooding along the Wasatch Front thus impacts a relatively small area, but a comparatively large population.

Utah has been part of the NFIP Community Assistance Program since 1991. Currently, there are 201 communities identified by FEMA with flood hazards. Of those communities, 186 participate in the NFIP. Utah has also participated in the Flood Mitigation Assistance Program since it began in 1997, and has helped 12 communities develop flood mitigation plans. Utah supported mapping as a State Cooperating Technical Partner (CTP). The State of Utah supports the Utah Floodplain Management Association. This Association conducts annual conferences, roundtable discussions, and sponsors training on numerous mapping and compliance topics.

With the Federal government's commitment to initiating FEMA's National Map Modernization Program, the State of Utah can now be an effective partner in the flood mapping process. The Utah Map Modernization Plan is a fast-track program that expects and demands early successes. The Utah Map Modernization State Implementation Plan may be reviewed by visiting [www.des.utah.gov/mapmod](http://www.des.utah.gov/mapmod).

The Federal Emergency Management Agency's (FEMA's) flood hazard maps are essential tools for flood hazard mitigation in Utah and in the United States in general. Most of the flood hazard maps in Utah have become outdated.

In many cases, the older maps reflect outdated flood hazard information that limits their utility for insurance and floodplain management purposes. Additionally, most of the maps were prepared using

now outdated road network information and manual cartographic techniques, which make the maps difficult for State and local customers to use and expensive for FEMA and Utah to maintain. In addition, FEMA has not produced flood maps for many communities in Utah.

### **Project Related Questions**

Project related questions can be directed in writing to Mr. John Crofts, Division of Emergency Services, via email as an attachment readable in Word, at jcrofts@utah.gov or by mail at Utah Division of Emergency Services, 1110 State Office Building, Salt Lake City, Utah 84114-1710. Questions should be submitted for consideration no later than 12/9/2004 by 3:00pm.

### **Submittal Due Date and Requirements**

Date & Time:	<b>12/21/2004 at 3:00 PM</b>
Address:	<b>Delivery and Mailing Address: Division of Purchasing 3150 State Office Building Capitol Hill Salt Lake City, Utah 84114</b>
Comments:	<b>It is the responsibility of the firm to hand deliver their submittal by the due date and time or allow sufficient time for the submittal to transit through the US Postal Services and the State Mail System. Late submittals will not be evaluated. Six (6) copies of submittals must be provided.</b>

### **Contract Schedule and Funding**

The anticipated negotiation period for scoping and contracting study areas will begin approximately January 2005, and will be completed within three months. Project work by selected consultants shall commence upon notice to proceed by DES once contract documents have been fully accepted and signed by the State Controller. The total amount of funding available to Utah for Map Modernization is undetermined at this time due to continued planning efforts by FEMA and funding considerations by the U.S. Congress and DHS.

### **Selection Process**

Consultants will be selected based on qualifications and previous experience in a few consulting teams to handle the appropriate workload. Consultants will be selected based on qualifications and previous experience in a few consulting teams to handle the appropriate workload. Consultant submittals should not be oriented towards proposed work within specific counties; rather they should emphasize general qualifications for conducting all phases of floodplain mapping work in Utah. The selection process will include evaluation and ranking of the written submittals and oral interviews for short-listed firms. The DES anticipates that three to six firms will be short-listed for interviews.

## **Term of Contract**

Standard State contracts will be utilized for each study area and will pertain only to digital conversion and related floodplain mapping activities during a one-year period with option for renewal up to four additional years.

## **SCOPE OF SERVICES**

Floodplain mapping studies within select counties of Utah will involve most or all of the following tasks:

- Assist DES with pre-scoping activities prior to final scoping and contract execution for countywide studies. Provide scoping tools such as maps and other documents to show current corporate limits, existing flood hazard data, current FIRM panel layouts, USGS quad panel layouts, and other useful information.
- Collect data and perform research related to selected study areas.
- Scoping activities in conjunction with DES Mapping Coordinator and staff.
- Communicate, coordinate and meet with all study partners during all phases of selected studies.
- Perform field surveys for ground control and collect appropriate field data for hydraulic structures within selected study reaches as needed.
- Produce topographic mapping using LIDAR, conventional or other approved techniques as needed for selected study areas as needed.
- Perform GIS activities related to base mapping, digital conversion work and floodplain study tasks.
- Utilize current FEMA guidelines and specifications for floodplain mapping work along with relevant DES statewide criteria and applicable local criteria.
- Conduct hydrologic analyses as needed for multi-frequency flood scenarios within the watersheds of interest using a variety of methodologies including, but not limited to, calibrated rainfall-runoff computer models accepted by the DES and FEMA.
- Conduct approximate and detailed hydraulic riverine modeling for clearwater floodplains using computer models such as HEC-RAS, automated procedures, or other FEMA approved models.
- Conduct debris flow modeling for alluvial fans and other non-clearwater conditions using FLO-2D or other FEMA approved models.
- Produce floodplain studies and digital Flood Insurance Rate Maps using GIS software and procedures that are compatible with currently accepted standards and guidelines.
- Respond to and address review comments by interested parties and all study partners/sponsors.
- Prepare all technical backup data for proper storage and archival, and prepare final mapping products for availability on the Internet and other electronic formats.
- Respond to and address all QA/QC comments by FEMA and the NSP (Mod Team) and produce/distribute preliminary DFIRMs.
- Provide and distribute necessary transmittal letters and other required correspondence to communities/sponsors as required.
- Respond to appeals during the 90-day appeal period and assist DES with all phases of post-preliminary processing requirements.

- Produce final negatives for Government Printing Office (GPO) if needed. Which may be used for printed-paper maps in addition to all digital products.
- Be available to provide suggestions as well as participate in map maintenance activities as yet undefined by the DES and FEMA.

## **MINIMUM QUALIFICATIONS**

Interested Consultants should possess the following minimum qualifications:

- Demonstrated ability to successfully complete digital floodplain map conversion studies, GIS applications related to hazard mapping, topographic mapping projects, floodplain delineation studies and debris flow hazard studies within various geographic regions of Utah and/or other states having similar watershed, hydrologic and hydraulic characteristics. Experience with field surveying (ground control), conventional and/or LIDAR topographic mapping techniques, hydrologic analyses, hydraulic and debris flow modeling (1D and 2D models), floodplain delineation, and GIS/database applications is required. Strong working knowledge FEMA floodplain Guidelines and standards is required. Ability to successfully communicate, coordinate, and provide conflict resolution is highly desirable. In-depth knowledge and understanding of FEMA 137 Guidelines and Specifications for Study Contractors.
- Consultant must assemble a highly qualified professional team with appropriate background and experience to conduct the required work and produce professional products on time and within budget.
- Project managers responsible for completion of engineering work and surveying work must have valid Professional Engineer (P.E.) and Professional Land Surveyor (P.L.S.) licenses as issued by the Utah State Board of Registration for Professional Engineers and Professional Land Surveyors.
- Because of the necessity to respond to immediate needs preference may be given to companies based in Utah or companies with a full-functioning office/branch in Utah. If your firm does not have a full-functioning office/branch within Utah please indicate how your firm would address/respond to immediate needs.
- Consultants are encouraged to assemble teams that include qualified subconsultants, as necessary, for one or more of the required project tasks. Joint Ventures will not be permitted for this contract. Submittals must identify the firm that will serve as the prime consultant. This firm will be responsible for managing its project team members including all subconsultants.
- One million dollars of liability insurance and Workers Compensation is required at time of contracting.

## **SUBMITTAL**

Consultants shall organize their written submittal in a bound (one-volume, 8.5" x 11") document and shall respond, sequentially, to the evaluation criteria listed below in a manner that is clear and concise for review and evaluation by the selection panel. Provide divider pages or tabs to indicate the sections of the proposal that pertain to the evaluation criteria listed below. Include a cover letter from the prime consultant expressing interest in the project and stating potential conflicts of interest, if any, regarding the subject work within specific Counties in Utah. Please limit cover letter to 2 pages. Provide an appendix within the submittal to include full resumes for all proposed team members along with any additional relevant materials at the discretion of the consultant. There is no limit to the number of pages that may be included in the submittal.



## **ORAL PRESENTATION**

An oral presentation by an offeror to supplement the SOI may be required. However, the State may award a contract based on the initial submittal received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of SOI. Any cost will be the responsibility of the offeror.

## **PROPRIETARY INFORMATION**

The SOI of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the SOI any specific proprietary information they are requesting to be protected. SOIs may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

## **EVALUATION**

The Selection Panel based on the following criteria (with factor weighting shown in parenthesis) will evaluate submittals based on the following:

- Office location and accessibility to DES and project areas within Utah along with the general qualifications of the firm (5%).
- Proposed project team (with a detailed organizational chart) and qualifications of team members, including subconsultants. Clearly define roles for each team member (10%).
- Specific qualifications and strengths of Consultant team for all phases of the proposed Map Modernization work including data collection, field surveys, topographic mapping, hydrologic analyses, hydraulic analyses (1D and 2D), debris flow analyses, floodplain delineation, digital map preparation including use and application of state-of-the-art GIS software, and report writing. Specifically identify software, methods, and techniques proposed by, and available to, the Consultant for all phases of the work. Demonstrate understanding, knowledge and skills related to the use of digital base mapping along with preparation of digital floodplain mapping products using GIS. (20%).
- Demonstrated knowledge and mastery of FEMA procedures related to flood hazard mapping studies, digital conversions, guidelines and specifications, acceptable mapping products that meet the NSP's QA/QC process, and Utah customizations. (20%)
- Project management approach, including subconsultant roles and responsibilities and interaction with DES. Identify the team expert who will conduct meetings and take a lead role with the public process before, during, and after each floodplain study (10%)
- Description of previous relevant projects (no more than 10), including completion date and contact information for each client (15%)
- Willingness and ability to work flexibly with DES staff and other study sponsors along with ability to commit appropriate staffing and resources, including tasks by subconsultants, for successful project completion. Also discuss internal quality assurance and quality control measures. Tabulate or chart current and projected workload and manpower availability, including subconsultants, for a twelve-month period. (10%)
- Overall quality and completeness of the submittal (10%).

## **Glossary of Terms**

DES –	Utah Division of Emergency Services
DFIRM –	Digital Flood Insurance Rate Map
DHS –	Department of Homeland Security
FEMA –	Federal Emergency Management Agency
GPO –	Government Printing Office
LIDAR –	Light Detecting and Ranging
NSP –	National Service Provider
QA/QC –	Quality Assurance and Quality Control
SOI –	Statement of Interest

**ENGINEERING CONTRACTOR - FLOODPLAIN MAP MODERNIZATION PROJECTS  
SOLICITATION NO5540  
RFP EVALUATION SCORESHEET**

**Firm Name:** \_\_\_\_\_.

**Evaluator:** \_\_\_\_\_.

**Date:** \_\_\_\_\_.

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score	Weight (0-5)	Points
1. Accessibility to DES (10 points possible)		----	----	----
Location and/or ability to respond to DES	10 points possible		X 2	
2. Proposed Project Team (10 points possible)		----	----	----
Qualifications of team/subconsultants	5 points possible		X 1	
Clearly defined roles of each team member	5 points possible		X 1	
3. Qualifications/ Strengths of Consultant team (20 points possible)		----	----	----
Specific qualifications and strengths of Consultant team for all phases of the proposed Map Modernization work including data collection, field surveys, topographic mapping, hydrologic analyses, hydraulic analyses (1D and 2D), debris flow analyses, floodplain delineation, digital map preparation including use and application of state-of-the-art GIS software, and report writing. Specifically identify software, methods, and techniques proposed by, and available to, the Consultant for all phases of the work. Demonstrate understanding, knowledge and skills related to the use of digital base mapping along with preparation of digital floodplain mapping products using GIS.	20 points possible		X 4	
4. Mastery of FEMA procedures (20 points possible)		----	----	----
Demonstrated knowledge and mastery of FEMA procedures related to flood hazard mapping studies, digital conversions, guidelines and specifications, acceptable mapping products that meet the NSP's QA/QC process, and Utah customizations. (20%)	20 points possible		X 4	

5. Project Management Approach (10 points possible)		----	----	----
<b>Project management approach, including subconsultant roles and responsibilities and interaction with DES. Identify the team expert who will conduct meetings and take a lead role with the public process before, during, and after each floodplain study.</b>	10 points possible		X2	
6. Experience (10 points possible)		----	----	----
<b>Description of previous relevant projects (no more than 10), including completion date and contact information for each client</b>	10 points possible		X 2	
7. Flexibility/Leadership (10 points possible)		----	----	----
<b>Willingness and ability to work flexibly with DES staff and other study sponsors along with ability to commit appropriate staffing and resources, including tasks by subconsultants, for successful project completion. Also discuss internal quality assurance and quality control, measures. Tabulate or chart current and projected workload and manpower availability, including subconsultants, for a twelve-month period.</b>	10 points possible		X 2	
8. Quality/Completeness (10 points possible)		----	----	----
<b>Overall quality and completeness of submittal</b>	10 points possible		X2	
<b>TOTAL EVALUATION POINTS</b>	<b>(100 points possible)</b>		Total	

\* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror who's Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is:  $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$ .

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)